



MEMORANDUM
COMMUNITY DEVELOPMENT RESOURCE AGENCY
PLANNING SERVICES DIVISION
County of Placer

TO: Honorable Board of Supervisors **DATE:** November 8, 2022
FROM: David W. Kwong, Agency Director
BY: Jennifer Byous, Supervising Planner
SUBJECT: Bradley Property - Placer Legacy Program Grant of Conservation Easement
Deed to Placer Conservation Authority

ACTIONS REQUESTED

1. Approve and authorize the Board Chair to execute a Placer County Conservation Program (PCCP) conservation easement deed on the 399.7+-acre Bradley Property (Assessor Parcel Number 020-130-035-000), located in the PCCP Reserve Acquisition Area, to the Placer Conservation Authority (PCA), subject to PCA Board acceptance.
2. Authorize the Community Development Resource Agency Director, or designee, to develop and execute in cooperation with PCA and Facilities Management and subject to Risk Management and County Counsel concurrence, a Management Plan for the Property, the terms of which will include the PCA's responsibility and cost coverage for all property management, maintenance, monitoring, reporting and other necessary services in lieu of transfer of funds for the grant of conservation easement deed.

BACKGROUND

In 2018, to implement the Placer Legacy Agricultural and Open Space Program (Placer Legacy) objective to jump start land acquisition for the Placer County Conservation Program (PCCP), the County acquired the 399.7+-acre Bradley Property (Property). The Property (Attachment A) is located in the PCCP's Reserve Acquisition Area approximately one mile east of State Route 65, near Sheridan. The Property consists of non-irrigated vernal pool grassland and has been used for seasonal cattle grazing. The Property has significant natural resources, details for which can be found in the wetland delineation (Attachment B) prepared by Helm Biological Consulting. The federally listed threatened vernal pool fairy shrimp occur at higher than normal rates within the vernal pools on the property as well as California blackrail and tricolored blackbird which have been documented on the site.

The Property acquisition was a successful early PCCP acquisition that the Placer Legacy Program completed with the intent that the Placer Conservation Authority (PCA) (once ready) would fully enroll the Property into the PCCP. The next steps to enrolling the Property into the PCCP are to complete a Management Plan and to record a PCCP conservation easement on the Property. The PCCP conservation easement (Attachment C) has been reviewed and approved by State and Federal agencies. With the enrollment of this Property into the PCCP, the PCA will assume responsibility for the enforcement of the conservation easement terms as well as the necessary property management, maintenance, monitoring, reporting and other services.

Management Plan and Funding

After the conservation easement is recorded, the PCA must develop a property specific Management Plan which will include funding details for the required 50-year operations and

maintenance (O&M). The Management Plan will include detail for general property management (e.g., installation and repair of fencing and managing grazing lease), a fire hazard management plan including fuel load reduction, etc. The Management Plan will also include detail on the property owner's (i.e., Facilities Services) responsibilities which are anticipated to be minimal and limited to administrative staff time (e.g., reviewing annual reports). All property management, maintenance, monitoring, reporting and other necessary services will be provided by the PCA. Funding for O&M costs are included in the PCCP's fee program and will also provide endowment funding for long term (in perpetuity) land management. The PCA has estimated the 50-year O&M cost at \$16,129.00 per acre and long-term O&M costs \$1,947.00 per acre with the total cost for the Bradley Property (399 acres) estimated to be \$7,067,403. The Management Plan will include property specific details for O&M costs for management as well as endowment funding costs.

The grant to the PCA, and recordation of a conservation easement, over the Bradley Property is critical to the success of the PCCP's conservation strategy. Once enrolled in the PCCP, acreage would be credited toward the land acquisition requirements of the PCCP's Conservation Strategy, including specific high priority requirements for the Advance Acquisition of Vernal Pool Constituent Habitat types. Consistent with the Board of Supervisors long-term policy direction, staff currently anticipates additional Placer Legacy properties to be enrolled into the PCCP by granting conservation easements to the PCA. This cooperative implementation strategy is designed to ensure that both programs are implemented as efficiently and cost effectively as possible, while leveraging funding and staff time to the greatest benefit of the conservation and preservation goals and objectives of the programs.

ENVIRONMENTAL IMPACT

The proposed action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15308 (Actions by regulatory agencies for protection of the environment) and 15313 (Acquisitions of lands for wildlife conservation purposes). The proposed actions are taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment.

FISCAL IMPACT

Under the terms of the Conservation Easement the PCA will be responsible for funding all land management, restoration, monitoring/reporting and related costs and this action will not result in any fiscal impact to the County's General Fund. CDRA and Facilities Management administration and overhead for time and related expenses would continue to be covered by departmental budgets as currently required as part of their implementation of the Placer Legacy Program.

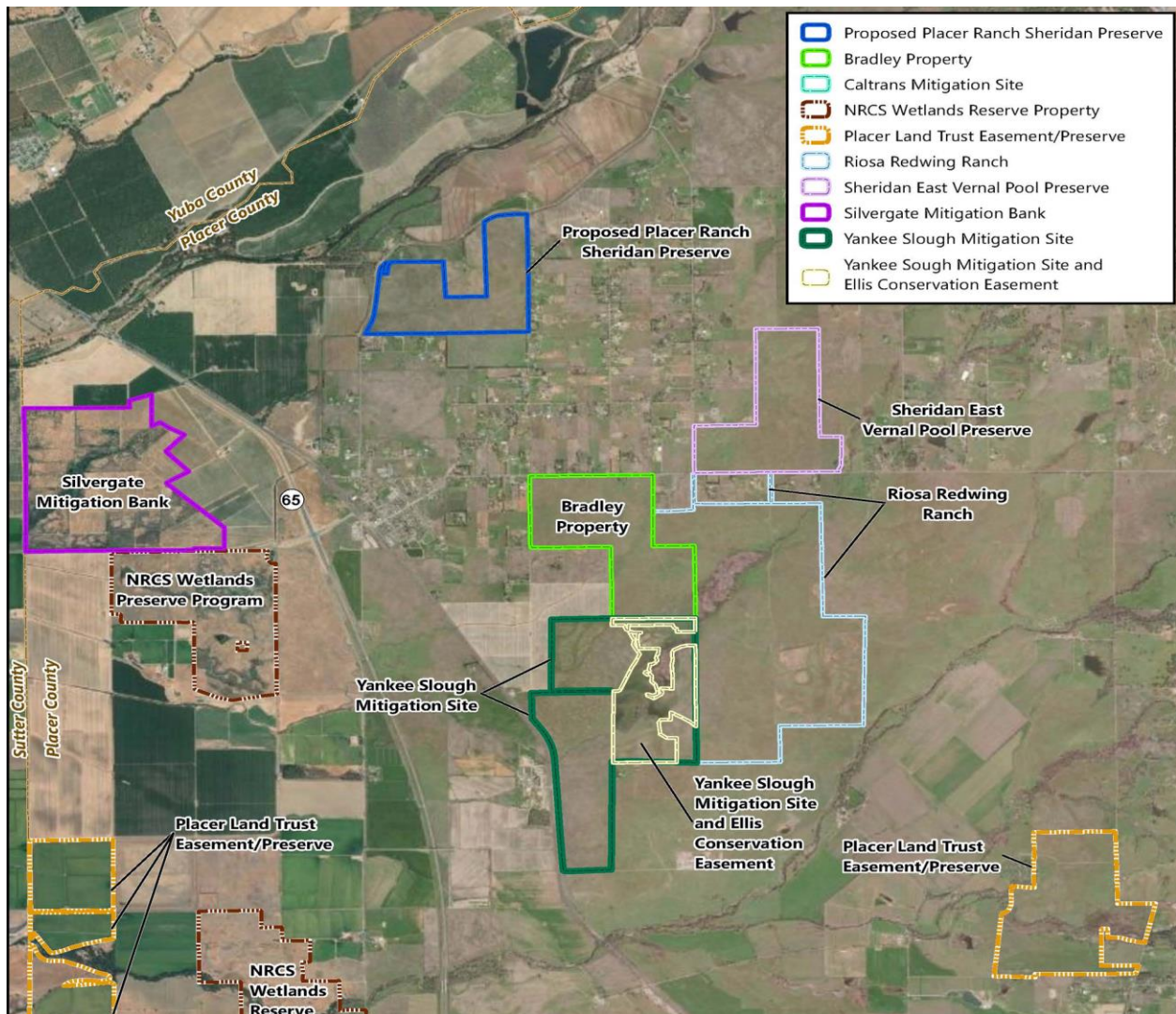
ATTACHMENTS

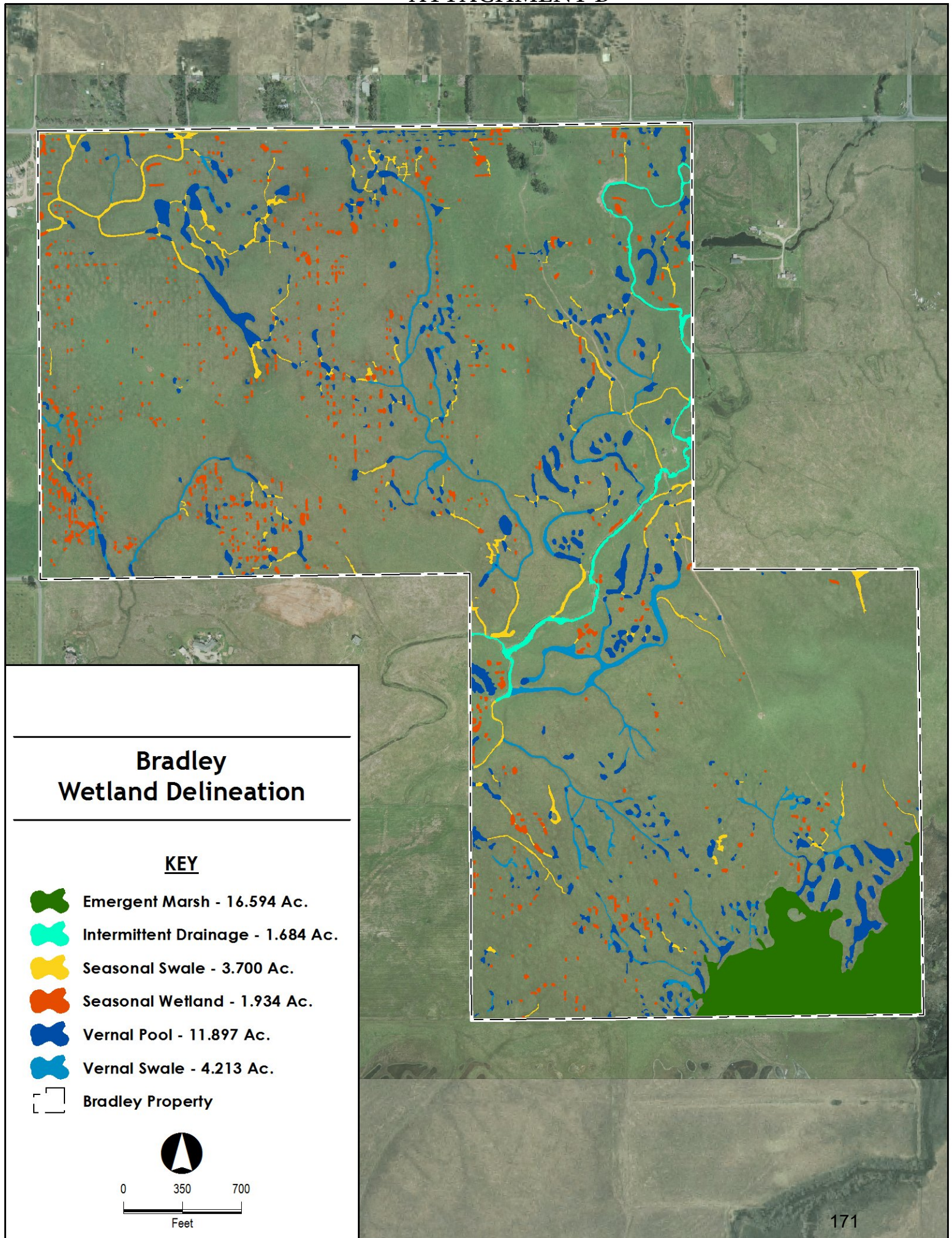
- Attachment A: Bradley Property in Reserve Area
- Attachment B: Wetland Delineation
- Attachment C: Conservation Easement Deed
 - Exhibit 1: Legal Description
 - Exhibit 2: Map of Property
 - Exhibit 3: Initial Conservation Values
 - Exhibit 4: Allowed Uses

Exhibit 5: Title Encumbrances

ATTACHMENT A

Bradley Property in Reserve Area





ATTACHMENT C

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
)
Placer Conservation Authority)
3091 County Center Drive)
Auburn, CA 95603)
)
Attention: Executive Director)
)

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED ("**Conservation Easement**") is made as of the _____ day of _____, 20____, by the County of Placer, a political subdivision of the state of California ("**Grantor**"), in favor of the Placer Conservation Authority ("**PCA**"), a State of California Joint Exercise of Powers Agency ("**Grantee**"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately 399.7 +/- acres, located in the County of Placer, State of California, more particularly described in **Exhibit 1** attached hereto and incorporated herein by this reference (the "**Property**") and depicted on the map attached hereto as **Exhibit 2** and incorporated herein by reference.

B. This Conservation Easement is granted to satisfy certain habitat conservation requirements set forth in the following documents (collectively the "**PCCP Instruments**"):

1. The Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan ("**Plan**"), dated February, 2020, prepared by County of Placer ("**County**"), City of Lincoln ("**City**"), and Placer County Water Agency ("**PCWA**"), and approved by the United States Fish and Wildlife Service ("**USFWS**") and the National Marine Fisheries Service ("**NMFS**") under Section 10 of the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq., as it may be amended from time to time) ("**ESA**"), and by California Department of Fish and Wildlife ("**CDFW**") under the California Natural Community Conservation Planning Act (California Fish and Game Code Section 2800 et seq., as it may be amended from time to time) ("**NCCPA**"); and

2. Implementing Agreement for the Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan (the “**Implementing Agreement**”), dated March 22, 2021, by and among USFWS, NMFS and CDFW (collectively, the “**Wildlife Agencies**”), Placer Conservation Authority, a Joint Powers Authority , County, City, and PCWA (collectively, PCA, County, City, and PCWA, are referred to herein as “**Permittees**”); and
3. The federal incidental take permits issued by USFWS and NMFS to Permittees for the Plan pursuant to Section 10 of ESA; and
4. The state incidental take permit issued by CDFW to Permittees for the Plan pursuant to the NCCPA.
5. The Western Placer County In-Lieu Fee Program Enabling Instrument, dated March 14, 2019, by and among the County, the U.S. Environmental Protection Agency (“**USEPA**”) and U.S. Army Corps of Engineers (“**USACE**”), and the Central Valley Regional Water Quality Control Board (“**CVRWQCB**”) (collectively, the “**IRT Agencies**”), as it may be revised from time to time.

C. CDFW has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of these species pursuant to California Fish and Game Code Section 1802. CDFW is authorized to hold easements for these purposes pursuant to California Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

D. The USFWS, an agency within the United States Department of the Interior, and the NMFS, an agency within the United States Department of Commerce, have jurisdiction over the conservation, protection, restoration and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the federal Endangered Species Act, 16 U.S.C. Section 1531, et seq., and other provisions of federal law.

E. The USACE and the USEPA have jurisdiction over waters of the United States pursuant to the federal Clean Water Act, 33 U.S.C. Section 1251, et seq.

F. Grantee is a joint exercise of powers agency formed pursuant to the Joint Exercise of Powers Act, Government Code sections 6500-6599 and is authorized to hold conservation easements pursuant to, among other provisions of law, California Civil Code Section 815.3. In addition to serving as the holder of the conservation easement, the PCA is responsible for overseeing implementation of the PCCP Instruments, including carrying out planning and design, habitat and aquatic resource restoration, monitoring, and adaptive management programs in the PCCP Reserve System (as such term is defined in the Plan) (“**Reserve System**”), and periodic coordination with Wildlife Agencies and IRT Agencies. .

G. The term “Grantee” is used herein specifically to refer to the PCA as the initial holder of this Conservation Easement, as well as any other qualified successor or assignee to

which this Conservation Easement has been transferred in accordance with the terms and conditions set forth below.

H. The Property possesses wildlife, habitat value, and associated open space values of great importance to Grantee, the people of Placer County, and the people of the State of California and of the United States. An intermittent stream (tributary of Yankee Slough) flows from the middle southern border of the Property to the northern border and shares a boundary to the south with the Yankee Slough Mitigation Bank. This area and its surroundings provide high-quality natural, habitat for vernal pool fairy shrimp (*Branchinecta lynchi*), vernal pool tadpole shrimp (*Lepidurus packardi*), conservancy fairy shrimp (*Branchinecta conservatio*), California black rail (*Laterallus jamaicensis coturniculus*), western burrowing owl (*Athene cunicularia ssp. hypugaea*), tricolored blackbird (*Agelaius tricolor*), Swainson's hawk (*Buteo swainsoni*), western pond turtle (*Actinemys marmorata*), and Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*). Of these, vernal pool fairy shrimp, California black rail, western burrowing owl, Swainson's hawk, and tri-colored blackbird have been observed at the site. Habitat types include annual grassland, vernal pools and vernal pool complex, and aquatic wetland complex. Individually and collectively, these wildlife and habitat values comprise the “**Conservation Values**” of the Property. The “**Initial Conservation Values**”, described in **Exhibit 3** attached hereto and incorporated herein by reference, are those Conservation Values that are identified in the Plan and present on the Property at the time of the execution of this Conservation Easement.

I. Following recordation of this Conservation Easement, the Property will be incorporated into the Reserve System and will count toward the land acquisition commitments set forth in the Plan.

J. The PCA will develop and implement a management plan, known as the “Reserve Unit Management Plan,” which applies to the Property (the “**Management Plan**”). The Management Plan will be developed in accordance with the applicable requirements of the PCCP Instruments and will be subject to the approval of the USACE, the USFWS, and CDFW.

K. The Management Plan, upon completion, will be incorporated herein by reference. Grantor and Grantee recognize that changes (e.g., in weather cycles, natural resource management technologies, conservation practices) may dictate an adaptation in the management of the Property, consistent with the purposes of this Conservation Easement and the PCCP Instruments. It may be revised from time to time with the written approval of the Grantor, Grantee, the Wildlife Agencies, and the IRT Agencies, so long as the revisions are consistent with the requirements of the PCCP Instruments. A full and complete copy of the current Management Plan, including any such revisions, shall be kept on file at the offices of the PCA. The Property will be managed in accordance with the applicable requirements of the Plan until the Management Plan is developed.

L. All section numbers referred to in this Conservation Easement are references to sections within this Conservation Easement, unless otherwise indicated.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above and mutual covenants, terms, conditions and restrictions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the United States and the State of California, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property described in **Exhibit 1** and depicted in **Exhibit 2** (the “**Conservation Easement**”), subject to the terms and conditions set forth herein, restricting forever the uses which may be made of the Property.

1. Purpose.

The purpose of this Conservation Easement is to ensure that the Property will be retained forever in its natural and restored condition for the natural values and associated wildlife and habitat values as contemplated by the PCCP Instruments and Management Plan, preventing any use of the Property that would impair or interfere with the Conservation Values. Grantor intends that this Conservation Easement will confine the use of the Property to activities that are consistent with the purposes set forth herein, including, without limitation, those involving the preservation, restoration and enhancement of the Property’s natural communities.

2. Baseline Documentation Report.

A Baseline Documentation Report (the “**Report**”) has been prepared for the Property and approved in writing by Grantor and Grantee. A copy of the Report is on file with Grantor and Grantee at their respective addresses for notices set forth below. The Report contains an accurate representation of the biological and physical condition of the Property at the time this Conservation Easement was recorded in the Official Records of Placer County (“**Official Records**”), including a full inventory of all of the Property’s Covered Species and natural communities found thereon. Notwithstanding the foregoing, if a controversy arises with respect to the nature and extent of the physical or biological condition of the Property or the allowed uses of the Property, Grantor and Grantee shall not be foreclosed from utilizing any and all other relevant documents, surveys or other evidence or information to assist in the resolution of the controversy.

3. Rights of Grantee and Third Party Beneficiaries.

To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

(a) To preserve, protect, sustain, restore, and enhance the Conservation Values for the Property described in **Exhibit 3** or which develop on the Property in accordance with the Management Plan, any applicable restoration plans prepared pursuant to one or more of the PCCP Instruments, and the terms and conditions of this Conservation Easement;

(b) To enter upon the Property to monitor Grantor’s compliance with, and to otherwise enforce the terms of, this Conservation Easement, and for scientific research necessary to support monitoring and in order to support adaptive management of the Conservation Values; provided, that Grantee shall not unreasonably interfere with Grantor’s allowed uses and quiet enjoyment of the Property;

(c) To enter upon the Property to carry out, at Grantee's sole cost and expense, those restoration, management, monitoring, surveying, reporting and similar requirements applicable to the Property that are set forth in the Management Plan or any applicable restoration plans prepared pursuant to one or more of the PCCP Instruments, provided, that Grantee shall use reasonable good faith efforts to conduct such restoration, management, monitoring, surveying, reporting and similar activities in a manner that does not unreasonably interfere with Grantor's allowed uses and quiet enjoyment of the Property;

(d) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;

(e) To require that all mineral, air and water rights held by Grantor that Grantee deems necessary to preserve and protect the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial use upon the Property, consistent with the purposes of this Conservation Easement; and

(f) All present and future development rights allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise. Nothing in this Conservation Easement relieves Grantor of any obligation or restriction in relation to the development or use of the Property imposed by law, including but not limited to local land use restrictions.

Except where there is an imminent threat to the Property or its Conservation Values, Grantee and its employees, contractors or agents will only enter the Property at reasonable times and with at least forty-eight (48) hours advance notice to Grantor. Grantor may waive these requirements in whole or in part by written notice to Grantee.

4. Prohibited Uses.

Any activity on or use of the Property that adversely affects the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, Grantor, Grantor's personal representatives, heirs, successors, assigns, employees, agents, lessees, licensees and invitees are expressly prohibited from doing or allowing any of the following uses and activities on the Property, unless, and then only to the extent that, a generally prohibited activity set forth below is: (i) an allowed use or practice (e.g., agricultural, rangeland or recreational uses) set forth on **Exhibit 4** attached hereto and incorporated herein by reference; (ii) a management practice or restoration action set forth in the Management Plan, or any applicable restoration plans prepared pursuant one or more of the PCCP Instruments; or (iii) otherwise necessary to maintain or enhance the Conservation Values as agreed to by the Grantee:

(a) Unseasonable watering;

(b) Use of fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides, or other agents or chemicals;

(c) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, excepting off-road vehicle use required to conduct any allowed management or monitoring practice set forth in the Management Plan;

(d) Agricultural uses, including, without limitation, vineyards, nurseries, or intensive livestock use (e.g., dairy, feedlot) except as may be provided for in the Management Plan (e.g., prescribed grazing);

(e) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(f) Planting, introduction, or dispersal of nonnative or exotic plant or animal species;

(g) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks, or other material on or below the surface of the Property, and granting or authorizing any surface entry for any of these purposes;

(h) Removing, destroying, or cutting of trees, shrubs, or other vegetation; except as specifically provided in the Management Plan, or any applicable restoration plans pursuant to one or more of the PCCP Instruments, or as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease;

(i) Manipulating, impounding, or altering any water course, body of water, or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface waters;

(j) Allowing public access, unless specifically provided for in the Management Plan;

(k) Commercial, industrial, residential, or institutional uses;

(l) Any legal or de facto division, subdivision or partitioning of the Property;

(m) Constructing, expanding, erecting or placing any building, billboard, or commercial sign, or any other structure or improvement of any kind; except as specifically provided in the Management Plan, or any applicable restoration plans prepared pursuant to one or more of the PCCP Instruments.

(n) Disturbing the surface or general topography of the Property, including but not limited to any harm to habitat, building roads or trails, paving or otherwise covering the Property with concrete, asphalt or any other impervious material except for those management activities specified in the Management Plan or any applicable restoration plans prepared pursuant to one or more of the PCCP Instruments;

(o) Without providing the PCA, Wildlife Agencies and the IRT Agencies

(collectively defined as “Third Party Beneficiaries”) at least sixty (60) calendar days prior written notice and without prior written consent of Grantee and Third Party Beneficiaries, which Grantee and Third Party Beneficiaries may reasonably withhold, transferring, encumbering, selling, leasing or otherwise separating the mineral, air or water rights for the Property owned by Grantor; changing the place or purpose of use of the water rights owned by Grantor; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights or other rights in and to the use of water historically used on or otherwise appurtenant to the Property that are owned by Grantor, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Property; and (iv) any water from wells that are in existence or may be constructed in the future on the Property;

(p) Any use or activity that may violate, or fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Property, or the use or activity in question; and

(q) Any and all other activities and uses which would interfere with the purpose of this Conservation Easement.

5. Unlawful Entry.

Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass on the Property by persons whose uses or activities may degrade or harm the Conservation Values or are otherwise inconsistent with the purposes of this Conservation Easement.

6. Grantor’s Reserved Rights; Allowed Uses.

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including without limitation, the following (collectively, the “**Allowed Uses**”):

(a) Those specific uses and activities identified in the Management Plan, or any applicable restoration plans prepared pursuant to one or more of the PCCP Instruments, or detailed in **Exhibit 4** attached hereto, and

(b) All other uses of the Property that are not expressly prohibited or limited by this Conservation Easement, and are consistent with the purposes of this Conservation Easement as set forth in Section 1.

Grantor shall have the right to exercise any of the Allowed Uses directly or to allow or invite others to engage in any of the Allowed Uses. While Grantor is not obligated under this Conservation Easement to perform the management and monitoring actions set forth in the Management Plan(s), Grantor’s exercise of the Allowed Uses shall be conducted in a manner that is consistent with the Management Plan(s), and Conservation Values.

7. Grantee's Remedies.

If Grantee or any Third-Party Beneficiary (as defined in Section 7(d) below) determines there is a violation of the terms of this Conservation Easement or that such violation is threatened, written notice of such violation and a demand for corrective action sufficient to cure the violation shall be given to Grantor, with a copy provided to Grantee and each other Third-Party Beneficiary. The notice of violation shall specify the measures the Grantor must take to cure the violation. If Grantor fails to cure the violation within thirty (30) days after receipt of written notice and demand from Grantee or any Third-Party Beneficiary, as applicable; or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within such thirty (30) day period; or Grantor fails to continue diligently to complete the cure, Grantee or any Third-Party Beneficiary may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Grantee and the Third-Party Beneficiaries may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other legal or equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefor, any damages recovered may be applied to the cost of undertaking any corrective action on the Property at the election of the party receiving such damages.

If Grantee or any Third-Party Beneficiary, each in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values, Grantee and/or any Third-Party Beneficiary may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire. The rights of Grantee and the Third-Party Beneficiaries under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantee shall notify the Grantor and Third-Party Beneficiaries within 30 days of such an occurrence. Grantor agrees that Grantee's and Third-Party Beneficiaries' remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee and/or any Third-Party Beneficiary shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee and the Third-Party Beneficiaries may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code Section 815, et seq., or applicable federal law. The failure of Grantee or any Third-Party Beneficiary to discover a violation or to take immediate legal action in response to such action shall not bar such party from taking legal action at a later time.

(a) Costs of Enforcement.

Any reasonable costs incurred by the Grantee or any Third Party Beneficiary, where it is the prevailing party, in enforcing the terms of this Conservation Easement against the Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall

be borne by Grantor. In any action where an agency of the United States is a party, the right to recover fees and costs shall be governed by federal law.

(b) Enforcement Discretion.

Enforcement of the terms of this Conservation Easement against Grantor shall be at the respective discretion of Grantee and each of the Third-Party Beneficiaries, and any forbearance by any such party to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by such party of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of such party's rights under this Conservation Easement. No delay or omission by Grantee or any Third-Party Beneficiary in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

(c) Acts Beyond Grantor's Control.

Nothing contained in this Conservation Easement shall be construed to, or shall entitle, Grantee or any Third-Party Beneficiary to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, but not limited to, climate change, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; (ii) acts by Grantee or any Third-Party Beneficiary or any of their employees, contractors or agents; or (iii) acts by persons that entered the Property lawfully or unlawfully or by Trespass whose activities degrade or harm the Conservation Values of the Property or whose activities are otherwise inconsistent with this Conservation Easement where Grantor has undertaken all reasonable actions to prevent such activities.

(d) Third Party Beneficiary Rights.

Third-Party Beneficiaries shall be third-party beneficiaries of this Conservation Easement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by each of the Third-Party Beneficiaries in accordance with the terms hereof. Grantor and Grantee acknowledge that the Third-Party Beneficiaries shall have the same rights of access to the Property granted to Grantee in Section 3 above, and with rights to enforce all of the provisions of this Conservation Easement. If at any time in the future Grantor uses, allows the use, or threatens to use or allow use of, the Property for any purpose that is inconsistent with or in violation of this Conservation Easement then, notwithstanding the provisions of California Civil Code Section 815.7, the California Attorney General and each Third-Party Beneficiary has standing as an interested party in any proceeding affecting the Conservation Easement. These rights are in addition to, and do not limit, the rights of enforcement under the PCCP Instruments. In addition, if a Third-Party Beneficiary reasonably determines in writing that the Property is, for a prolonged period, not being held, monitored, or stewarded for conservation purposes in the manner specified in this Conservation Easement, the Conservation Easement shall, subject to approval by all Third-Party Beneficiaries, revert to an entity, as described in California Government Code Section 65967, subdivisions (b) and (c).

8. Public Access.

Nothing contained in this Conservation Easement gives or grants to the public a right to enter upon or use the Property or any portion thereof. Nor shall this Conservation Easement extinguish any public right to enter upon or use the Property.

9. Costs and Liabilities.

Grantor shall retain all responsibilities and shall, except as specifically provided in Section 3, bear all costs and liabilities of any kind related to Grantor's ownership, operation, management, and maintenance activities on and relating to the Property. Grantor agrees that neither the Grantee nor Third Party Beneficiaries shall have any duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Each of Grantor and Grantee shall remain responsible for obtaining any applicable governmental permits and approvals for its activity or use allowed on the Property under this Conservation Easement, and each of Grantor and Grantee shall undertake all allowed activities and uses of the Property in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor and Grantee shall keep the Property free from any liens, including those arising out of any obligations incurred by either for any labor or materials furnished or alleged to have been furnished to it or for its use on the Property.

10. Indemnification.

(a) Indemnification by Grantor.

Grantor shall hold harmless, protect and indemnify Grantee and the Third-Party Beneficiaries, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "**Grantor Indemnified Party**" and, collectively, the "**Grantor Indemnified Parties**") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' and experts' fees and costs), causes of action, claims, demands, orders, liens or judgments (each a "**Claim**" and, collectively, "**Claims**"), arising from or in any way connected with: (i) the activities of Grantor on the Property; (ii) the inaccuracy of any representation or warranty made by Grantor in this Conservation Easement; (iii) the breach by Grantor of any provision of this Conservation Easement; (iv) any injury to or the death of any person, or physical damage to any Property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless such injury or death or physical damage to any Property is solely due to an activity on, or use of, the Property by Grantee, including without limitation, those activities performed under the Management Plan, or is solely due to the negligent or willful misconduct of the Grantor Indemnified Party; or (v) any violation of, or failure to comply with, any state, federal or local law, regulation or requirement, by Grantor, or by any entity, other than one of the Grantor Indemnified Parties, acting at the time upon permission from Grantor, in any way

affecting, involving or relating to the Property. If any action or proceeding is brought against any of the Grantor Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee and the Third-Party Beneficiaries, defend such action or proceeding by counsel reasonably acceptable to the Grantor Indemnified Party.

(b) Indemnification by Grantee.

Grantee shall hold harmless, protect, and indemnify Grantor and the Third-Party Beneficiaries, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each, an “**Grantee Indemnified Party**,” and collectively, the “**Grantee Indemnified Parties**”) from and against any and all Claims arising from or in any way connected with: (a) the activities of Grantee on the Property, including without limitation the Grantee’s performance of management and monitoring activities set forth in the Management Plan; (b) breach by Grantee of any provision of this Conservation Easement; (c) any injury to or the death of any person, or physical damage to any Property occurring on or about the Property resulting from any act, omission, condition, or other matter related to, any activity on, or use of, the Property by Grantee, including without limitation, those performed under the Management Plan, unless due solely to the negligence or willful misconduct of the Grantee Indemnified Party; and (d) any violation of, or failure to comply with, any state, federal or local law, regulation or requirement, by Grantee in any way affecting, involving or relating to the Property. If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any such Claim, Grantee shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

11. Extinguishment.

This Conservation Easement constitutes a property right, and the terms and conditions of this Conservation Easement shall be effective in perpetuity. Liberal construction is expressly required for purposes of effectuating the Conservation Easement in perpetuity, notwithstanding economic hardship or changed conditions of any kind. This Conservation Easement cannot be terminated or extinguished, in whole or in part, except by judicial proceedings in a court of competent jurisdiction. In addition, no such extinguishment shall affect the value of Grantee’s interest in the Property, and if the Property, or any interest therein, is sold, exchanged or taken by power of eminent domain after such extinguishment, the proceeds from the sale or condemnation shall be used in compliance with Government Code Section 65966(j). If such extinguishment occurs with respect to fewer than all acres of the Property, the amounts described above shall be calculated based on the actual number of acres subject to extinguishment.

12. Condemnation.

The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined in California Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

13. Transfer of Conservation Easement.

This Conservation Easement may be transferred by Grantee upon written approval of the Third-Party Beneficiaries, which approval shall not be unreasonably withheld or delayed;

provided, that Grantee shall give Grantor and the Third-Party Beneficiaries at least sixty (60) calendar days prior written notice of the proposed assignment or transfer. Grantee may transfer its rights under this Conservation Easement only to an entity or organization: (a) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and California Government Code Section 65967(c) (and any successor or other provisions then applicable); and (b) otherwise reasonably acceptable to the Third-Party Beneficiaries. Grantee shall require the transferee to record the conveyance in the Official Records of the County where the Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section shall be subject to the requirements of Section 17 below.

14. Transfer of Property.

Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and the Third-Party Beneficiaries of the intent to transfer any interest at least sixty (60) calendar days prior to the date of such transfer. Grantee and the Third-Party Beneficiaries shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 17. Any successor in interest of Grantor, by acceptance of a deed, lease, or other document purporting to convey an interest in the Property, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Conservation Easement.

15. Notices.

Any notice, demand, request, consent, approval, or other communication that Grantor, Grantee, or Third-Party Beneficiary desires or is required to give to the others shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Grantor: County of Placer
11476 C Avenue
Auburn, CA 95603
Attn: Department of Facilities Management

To Grantee: Placer Conservation Authority
3091 County Center Drive
Auburn, CA 95603
Attn: Executive Director

To CDFW: Department of Fish and Wildlife
North Central Region
1701 Nimbus Road

Rancho Cordova, CA 95670
Attn: Regional Manager

With a copy to: Department of Fish and Wildlife
Office of General Counsel
1416 Ninth Street, 12th Floor
Sacramento, CA 95814-2090
Attn: General Counsel

To USFWS: United States Fish and Wildlife Service
Sacramento Field Office
2800 Cottage Way, Room W-2605,
Sacramento, CA 95825
Attn: Field Supervisor

To USACE: U.S. Army Corps of Engineers
Sacramento District
1325 J Street -- Room 1513
Sacramento, CA 95814
Attn: Chief, Regulatory Division

To USEPA: U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105
Attn: Director, Water Division

To CVRWQCB: Central Valley Regional Water Quality Control Board
11020 Sun Center Drive, 200
Rancho Cordova, CA 95670-6114
Attn: Supervisor

or to such other address a party shall designate by written notice to the others. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

16. Amendment.

This Conservation Easement may not be amended, modified or otherwise changed in any manner, except by a written amendment executed by the parties hereto, or their successors in interest, it being understood that no Grantee or Grantor will ever be obligated to negotiate or enter into any such amendment; and no discretionary approval that this Conservation Easement may allow to be made from time to time by a party will operate to amend or modify any of the terms of this Conservation Easement to any extent or in any manner. Any such amendment shall be subject to the prior written consent of the Third-Party Beneficiaries; any amendment made without such consent is void and without effect. Any such amendment shall be consistent with

the purposes of the Conservation Easement and California law governing conservation easements and shall not affect the perpetual duration of the Conservation Easement. Any such amendment must refer to this Conservation Easement by reference to its recordation data, and must be recorded in the Official Records of the County where the Property is located. Grantee shall promptly provide a conformed copy of the recorded amendment to the Third-Party Beneficiaries.

17. Merger.

The doctrine of merger shall not operate to extinguish the Conservation Easement if the Conservation Easement and the Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, a replacement conservation easement, with a new Grantee identified by the PCA and approved by the Grantor and Third-Party Beneficiaries, containing the same protections embodied in this Conservation Easement shall be recorded against the Property.

18. No Hazardous Materials Liability.

Grantor represents and warrants that, after reasonable review of Grantor's records as of the date of this Conservation Easement, Grantor has no knowledge or notice of any Hazardous Materials (as defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. Grantor further represents and warrants that Grantor shall comply with all Environmental Laws (as defined below) in using the Property and that Grantor shall keep the Property free of any material environmental defect, including, without limitation, contamination from Hazardous Materials (as defined below). Without limiting the obligations of Grantor under this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantor Indemnified Parties (as defined in Section 10(a)) from and against any and all Claims (as defined in Section 10(a)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantor Indemnified Parties, or their employees, contractors or agents of any kind. This release and indemnification includes, without limitation, Claims for (a) injury to or death of any person or physical damage to any Property; and (b) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (as defined below). If any action or proceeding is brought against any of the Grantor Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantor Indemnified Parties, defend such action or proceeding by counsel reasonably acceptable to the Grantor Indemnified Party.

Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or the Third Party Beneficiaries any of the following:

(a) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (as defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "**CERCLA**"); or

(b) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(c) The obligations of a responsible person under any applicable Environmental Laws; or

(d) The right or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(e) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term “**Hazardous Materials**” includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.; hereinafter “**RCRA**”); the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 et seq.; hereinafter “**HTA**”); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.; hereinafter “**HCL**”); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.; hereinafter “**HAS**”), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

The term “**Environmental Laws**” includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and Third-Party Beneficiaries that all activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

19. Representations and Warranties.

(a) Authority.

Grantor has good and sufficient title to the Property (including all appurtenances thereto, including, without limitation, all minerals and mineral rights and all water and water rights, and Grantor has full right and authority to grant the Conservation Easement to Grantee. There are no monetary liens and encumbrances recorded against the Property except as expressly identified in **Exhibit 5**. All deeds of trust and mortgages recorded against the Property, or any portion thereof, are and shall continue to be subordinated to this Conservation Easement; documentation of such subordinations are contained in **Exhibit 5**.

(b) Compliance with Laws.

Grantor has not received notice of, and has no knowledge of, any material violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation, law or administrative or judicial order with respect to the Property.

(c) No Litigation.

There is no action, suit or proceeding which is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or in any federal, state, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

20. General Provisions.

(a) Controlling Law.

The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state, and by applicable federal law.

(b) Liberal Construction.

It is the intent of this Conservation Easement to preserve the condition of the Property and each of the Conservation Values protected thereon, notwithstanding economic or other hardship or changes in circumstances or conditions. The provisions of this Conservation Easement shall be liberally construed to effectuate the purposes of the Conservation Easement, the policy and purpose of Civil Code section 815, *et seq.*, and to allow Grantor's use and enjoyment of the Property to the extent consistent with such purposes. Liberal construction is expressly required for purposes of effectuating this Conservation Easement in perpetuity, notwithstanding changed conditions of any kind. The Conservation Easement created by this Conservation Easement is the intended best and most productive use of the Property. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have had the opportunity to review and revise this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement. In the event of any conflict between the provisions of this Conservation Easement and the provisions of any use and zoning restrictions of the State of California, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive provisions shall apply. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability.

If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or

agreements relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 16.

(e) No Forfeiture.

Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors.

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations.

A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

(h) Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) Additional Easements.

Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement), or grant or otherwise abandon or relinquish any mineral, air, or water right or agreement relating to the Property, without first obtaining the written consent of Grantee and the Third-Party Beneficiaries. Grantee and any of the Third-Party Beneficiaries may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or may harm the Conservation Values. This section shall not prohibit transfer of a fee or leasehold interest in the Property that is subordinate to this Conservation Easement and complies with Section 14. Grantor shall provide a copy of any grant or Transfer document to the Grantee and Third-Party Beneficiaries.

(j) Recording.

Grantee shall record this Conservation Easement in the Official Records of the County in which the Property is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement. Grantee shall provide a

conformed copy of the recorded Conservation Easement to the Third Party Beneficiaries within thirty (30) calendar days of recordation.

(k) Counterparts.

The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF Grantor and Grantee have executed this Conservation Easement the day and year first above written.

Grantor:

County of Placer, a political subdivision of the state of California

By: _____

Name: Cindy Gustafson

Title: Chair, Placer County Board of Supervisors

Grantee:

Placer Conservation Authority, a California Joint Powers Authority

By: _____

Name: Gregg McKenzie

Title: Executive Director

EXHIBITS:

Exhibit 1 -- Legal Description

Exhibit 2 -- Map of *Property*

Exhibit 3 -- Initial Conservation Values

Exhibit 4 -- Allowed Uses

Exhibit 5 -- Title Encumbrances

EXHIBIT 1
LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Placer, unincorporated area,
described as follows:

Parcel One:

The Southeast Quarter, the West half of the Northeast Quarter, the East half of the Northwest Quarter and Lot 2, or the West half of the Northwest Quarter, Section 18, Township 13 North, Range 6 East, M.D.M.

Excepting therefrom that portion lying Easterly and Northerly of the following described line:

Beginning at a point on the North line of Section 18, Township 13 North, Range 6 East, M.D.M., from which point a rebar accepted as the Northeast corner of said Section 18 bears North 89° 33' 43" East 1325.02 feet; thence South 00° 02' 22" West 2655.22 feet; thence South 89° 54' 43" East 1330.16 feet; thence South 00° 25' 32" East 2647.72 feet to a point from which a 2 inch C.I.P. set for the Southeast corner of said Section 18, by map recorded in Book 4 of Surveys Page 4, Placer County Records, bears South 89° 49' 37" West 11.80 feet.

Parcel Two:

That portion of Section 17, Township 13 North, Range 6 East, M.D.M. lying Westerly and Southerly of the following described line:

Beginning at a point on the North line of Section 18, Township 13 North, Range 6 East, M.D.M., from which point a rebar accepted as the Northeast corner of said Section 18 bears North 89° 33' 43" East 1325.02 feet; thence South 00° 02' 22" West 2655.22 feet; thence South 89° 54' 43" East 1330.16 feet; thence South 00° 25' 32" East 2647.72 feet to a point from which a 2 inch C.I.P. set for the Southeast corner of said Section 18, by map recorded in Book 4 of Surveys Page 4, Placer County Records, bears South 89° 49' 37" West 11.80 feet.

Description is pursuant to Certificate of Compliance recorded January 30, 2017 as Instrument No. 2017-0006800, Official Records.

APN: 020-130-035-000

EXHIBIT 2 MAP OF PROPERTY

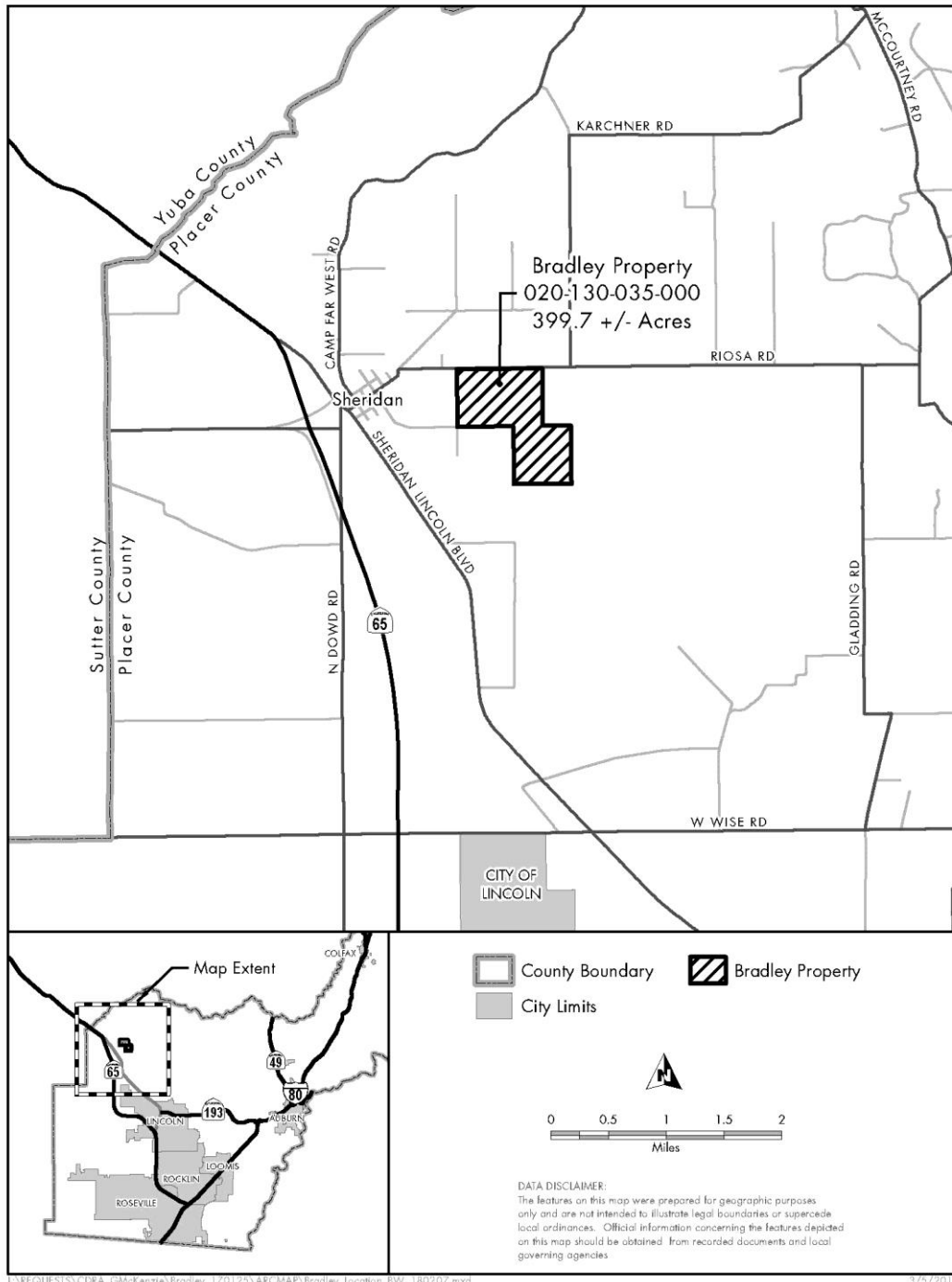


EXHIBIT 3
INITIAL CONSERVATION VALUES

- 22.32 acres of habitat for the vernal pool fairy shrimp (*Branchinecta lynchi*) and California fairy shrimp (*Linderiella occidentalis*). Potential habitat for vernal pool tadpole shrimp (*Lepidurus packardii*).
- 18.27 acres of potential breeding and foraging habitat for the western pond turtle (*Actinemys marmorata*).
- 359.11 acres of foraging habitat for the Swainson's hawk (*Buteo swainsoni*).
- 359.11 acres of potential breeding and foraging habitat for the western burrowing owl (*Athene cunicularia ssp. hypugaea*).
- 377.38 acres of foraging habitat for the tricolored blackbird (*Agelaius tricolor*).
- 16.59 acres of breeding and foraging habitat for the California black rail (*Laterallus jamaicensis coturniculus*)

EXHIBIT 4
ALLOWED USES

Landowner shall have the right to use the Property for the purpose of livestock grazing and for operations normally associated with such grazing, such as moving, relocating, and repairing fencing, existing roads and other appurtenances, such as water troughs, and feed disbursement associated with normal grazing operations. Landowner shall observe and comply with approved practices of good husbandry and farming to maintain soil conservation and erosion control and will not exceed the livestock carrying capacity of the Property or carry out any grazing operations that conflict with the Management Plan.

EXHIBIT 5
TITLE ENCUMBRANCES

To Be Added Prior To Recordation